

Dominion Energy Southeast Services, Inc.  
Legal Regulatory Department  
400 Otarre Parkway, Cayce, SC 29033  
Mailing Address:  
220 Operation Way, MC C222, Cayce SC 29033  
DominionEnergy.com



May 14, 2019

**VIA ELECTRONIC FILING**

The Honorable Jocelyn G. Boyd  
Public Service Commission of South Carolina  
101 Executive Center Drive  
Columbia, South Carolina 29211

**RE: RE: Friends of the Earth and Sierra Club, Complainant/Petitioner v. South Carolina Electric & Gas Company, Defendant/Respondent  
Docket No. 2017-207-E**

**Request of the Office of Regulatory Staff for Rate Relief to South Carolina Electric & Gas Company's Rates Pursuant to S.C. Code Ann. § 58-27-920  
Docket No. 2017-305-E**

**Joint Application and Petition of South Carolina Electric & Gas Company and Dominion Energy, Incorporated for Review and Approval of a Proposed Business Combination between SCANA Corporation and Dominion Energy, Incorporated, as May Be Required, and for a Prudency Determination Regarding the Abandonment of the V.C. Summer Units 2 & 3 Project and Associated Customer Benefits and Cost Recovery Plans  
Docket No. 2017-370-E**

**(This filing does not involve any change to the retail electric base rates of Dominion Energy South Carolina, Inc.)**

Dear Mr. Boyd:

As the Public Service Commission of South Carolina ("Commission") is aware, ~~Order No. 2018-804 approved, among other things, the merger between Dominion Energy, Inc. ("Dominion Energy") and SCANA Corporation ("SCANA").~~ In furtherance of the merger, Dominion Energy South Carolina, Inc. ("DESC")<sup>1</sup> has

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<sup>1</sup> Effective April 29, 2019, South Carolina Electric & Gas Company changed its legal name to Dominion Energy South Carolina, Inc.

(Continued . . . )

entered into services agreements with certain of its Dominion Energy affiliates for the purpose of sharing knowledge, expertise, and best practices in the area of nuclear generation operations. More specifically, DESC has entered into services agreements with (i) Virginia Electric and Power Company ("DEV"); (ii) Dominion Energy Kewaunee, Inc. ("DEK"); and (iii) Dominion Energy Nuclear Connecticut, Inc. ("DNC"). Under these agreements, DESC will provide and receive certain enumerated services on an as-needed basis. For the services that DESC intends to provide and for the services that DESC intends to receive, these services will be charged in accordance with the provisions of Order No. 2018-804 as set forth in each services agreement.

Enclosed for filing only in the above-referenced dockets is a copy of the affiliate services agreements between DESC, DEV, DEK, and DNC. These five agreements comply with all terms of the merger between SCANA and Dominion Energy required in Order No. 2018-804 as well as S.C. Code Ann. § 58-27-2090 (2015).

By copy of this letter, we are providing a copy of these agreements to the parties of record in the above-captioned dockets.

**If you have any questions or concerns, please do not hesitate to contact us.**

Very truly yours,



K. Chad Burgess

KCB/kms  
Enclosures

cc: All parties in Docket No. 2017-207-E  
All parties in Docket No. 2017-305-E  
All parties in Docket No. 2017-370-E  
(all via electronic mail only w/enclosures)

## DOMINION ENERGY KEWAUNEE SUPPORT SERVICES AGREEMENT

This Support Services Agreement (this "Agreement") is entered into as of the 9th day of May, 2019, by and between DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation (the "Company"), and DOMINION ENERGY KEWAUNEE, INC., a Wisconsin corporation ("Service Recipient").

WHEREAS, each of the Company and Service Recipient is a direct or indirect wholly-owned subsidiary of Dominion Energy, Inc., a Virginia corporation and a "holding company" as defined in the Public Utility Holding Company Act of 2005 that is subject to regulation as such under that Act by the Federal Energy Regulatory Commission ("Dominion");

WHEREAS, the Company believes that it is in the interest of the Company to provide for an arrangement whereby Service Recipient may, from time to time and at the option of Service Recipient, agree to purchase such agreed-upon enumerated services as set forth in Exhibit I hereto from the Company;

WHEREAS, Service Recipient is an affiliate of the Company as contemplated by Merger Condition E.4, provided at Order Exhibit 1 of Order No. 2018-804 issued by the Public Service Commission of South Carolina on December 21, 2018; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

I. SERVICES OFFERED. Exhibit I hereto lists and describes the services that will be available, to the extent selected on Exhibit II, from the Company. The Company will provide such requested services using personnel from the Company and, if necessary, from nonaffiliated third parties in accordance with Section III herein.

II. INITIAL SERVICES SELECTED. Exhibit II lists the services from Exhibit I that (i) the Company hereby offers to supply to Service Recipient as of the date hereof and (ii) Service Recipient hereby agrees to receive from the Company as of the date hereof.

III. PERSONNEL. The Company will provide services by utilizing the services of such accountants, financial advisers, technical advisers, engineers, and other persons as have the necessary qualifications.

If necessary, the Company, after consultation with Service Recipient, may also arrange for the services of nonaffiliated experts and consultants in connection with the performance of any of the services supplied under this Agreement.

Use of Company personnel shall be subject to federal and state codes and standards of conduct, as applicable.

IV. COMPENSATION. As and to the extent required by law, the Company will provide such services at the higher of cost or market. The Company will regularly conduct market price salary and incentive compensation external surveys to ensure that employee

compensation is consistent with market. Exhibit III hereto contains rules for determining and allocating costs for services provided to the Service Recipient by the Company.

V. EFFECTIVE DATE. This Agreement is effective as of April 19, 2019 (the "Effective Date").

VI. TERM. This Agreement shall commence on the Effective Date and shall remain in effect for a period of five (5) years thereafter, and shall automatically renew for successive five (5) year terms, unless terminated earlier pursuant to Section VII(C).

VII. TERMINATION AND MODIFICATION.

A. Modification of Services. At any time after the date of this Agreement, either (i) the Company may update Exhibit II to modify the list of services it is willing to offer to supply to Service Recipient, or (ii) Service Recipient may update Exhibit II to modify the list of services it wishes to receive from the Company; provided that such party seeking to modify Exhibit II provides the other party with written notice of such modification. The requested modification in services shall take effect on the first day of the first calendar month beginning at least thirty (30) days after the written notice was provided. The parties acknowledge and agree that the requested modifications are limited to the list of services reflected in Exhibit II as of the date hereof.

B. Modification of Other Terms and Conditions. No other amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all parties hereto.

C. Termination of this Agreement. The Company may terminate this Agreement by providing sixty (60) days advance written notice of such termination to Service Recipient. Service Recipient may terminate this Agreement by providing sixty (60) days advance written notice of such termination to the Company.

This Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to the execution and delivery or the performance of this Agreement.

VIII. NOTICE. Where written notice is required by this Agreement, said notice shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

A. To the Company:

South Carolina Electric & Gas Company  
220 Operation Way  
Cayce, SC 29033

With a copy to:

Dominion Energy Services, Inc.  
Law Department - Riverside 2

120 Tredegar Street  
 Richmond, VA 23219  
 Attention: Managing Counsel and State Regulatory Team

**B. To the Service Recipient:**

Dominion Energy Kewaunee, Inc.  
 N 490 Highway 42  
 Kewaunee, WI 54216

With a copy to:

Dominion Energy Services, Inc.  
 Law Department - Riverside 2  
 120 Tredegar Street  
 Richmond, VA 23219  
 Attention: Managing Counsel and State Regulatory Team

**IX. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of South Carolina, without regard to its conflict of laws provisions.

**X. ENTIRE AGREEMENT.** This Agreement, together with its exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective parties hereof and thereto, any and all prior agreements, understandings or representations with respect to this subject matter are hereby terminated and cancelled in their entirety and are of no further force and effect.

**XL WAIVER.** No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**XII. ASSIGNMENT.** This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. No assignment of this Agreement or any party's rights, interests or obligations hereunder may be made without the other party's consent, which shall not be unreasonably withheld, delayed or conditioned; provided, however, that, subject to the requirements of applicable state and federal regulatory law, either party may assign its rights, interests or obligations under this Agreement to an "affiliated interest," without the consent of the other party.

**XIII. SEVERABILITY.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above mentioned.

DOMINION ENERGY SOUTH CAROLINA, INC.

By   
W. Keller Kissam  
President – Electric Operations

DOMINION ENERGY KEWAUNEE, INC.

By \_\_\_\_\_  
Gerald T. Bischof  
Senior Vice President – Nuclear Operations & Fleet Performance

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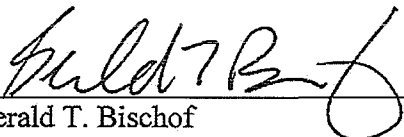
DOMINION ENERGY SOUTH CAROLINA, INC.

By

\_\_\_\_\_  
W. Keller Kissam  
President – Electric Operations

DOMINION ENERGY KEWAUNEE, INC.

By

  
\_\_\_\_\_  
Gerald T. Bischof  
Senior Vice President – Nuclear Operations & Fleet Performance



**EXHIBIT I****DESCRIPTION OF SERVICES**

1. Accounting. Provide advice and assistance to Service Recipient in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).

2. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Service Recipient). Develop, implement, and process those computerized applications for Service Recipient that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.

3. Nuclear Operations. Advise and assist Service Recipient in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of plant facilities of Service Recipient, (ii) the planning, engineering (including maps and records) and construction operations of Service Recipient, and (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services. Develop long-range operational programs for Service Recipient and advise and assist Service Recipient in the coordination of such programs with the programs of the other Dominion Energy companies, subject to federal and state codes and standards of conduct, as applicable. Manage Service Recipient purchase, movement, transfer, and accounting of nuclear fuel.

4. Executive and Administrative. Advise and assist Service Recipient in the solution of major problems and in the formulation and execution of the general plans and policies of Service Recipient. Advise and assist Service Recipient as to operations, the issuance of securities, the preparation of filings arising out of or required by the various federal and state securities, business, public utilities and corporation laws, the selection of executive and administrative personnel, the representation of Service Recipient before regulatory bodies, proposals for capital expenditures, budgets, financing, acquisition and disposition of properties, expansion of business, rate structures, public relationships and related matters.

5. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), (iv) travel (business-related ticketing, itinerary coordination, and reservations for airlines, train, rental cars, and hotels/lodging for Dominion employees),



(v) aviation (maintenance, operations, and aviation-related services for corporate-owned aircraft), and (vi) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

6. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Service Recipient to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Dominion Company personnel to ensure ongoing compliance.

7. Fleet Services. Perform fleet maintenance services and provide gasoline for fleet as necessary.

8. Corporate Planning. Advise and assist the Service Recipient in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

9. Supply Chain. Advise and assist the Service Recipient in the procurement of real and personal property, materials, supplies and services; conduct purchase negotiations; prepare procurement agreements and administer programs of material control.

10. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, and customer relations.

11. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – i.e., property taxes, utilities, and maintenance.

**EXHIBIT II****SERVICES THE COMPANY AGREES TO PROVIDE TO SERVICE RECIPIENT AND  
THAT SERVICE RECIPIENT AGREES TO RECEIVE FROM THE COMPANY**

	SERVICE	The Company Agrees to Provide	Service Recipient Agrees to Receive
1.	Accounting	<u>X</u>	<u>X</u>
2.	Information Technology, Electronic Transmission and Computer Services	<u>X</u>	<u>X</u>
3.	Nuclear Operations	<u>X</u>	<u>X</u>
4.	Executive and Administrative	<u>X</u>	<u>X</u>
5.	Business Services	<u>X</u>	<u>X</u>
6.	Environmental Compliance	<u>X</u>	<u>X</u>
7.	Fleet Services	<u> </u>	<u> </u>
8.	Corporate Planning	<u> </u>	<u> </u>
9.	Supply Chain	<u>X</u>	<u>X</u>
10.	Customer Services	<u> </u>	<u> </u>
11.	Office Space and Equipment	<u> </u>	<u> </u>

## EXHIBIT III

## METHODS OF ALLOCATION FOR THE COMPANY

The Company shall allocate costs to the Service Recipient using the following methods:

- I. A. There will be attributed to the salary or wage of an employee who directly provides services to the Service Recipient, an appropriate amount of benefits, incentives, and payroll taxes.  
  
B. Employees who directly provide service to the Service Recipient will maintain a **record of the time they are employed in rendering such service to the Service Recipient**. An hourly rate will be determined by dividing the total salary or wage expense attributable to the employee by the productive hours reported by such employee.
- II. The charge to the Service Recipient for a particular service will be determined by multiplying the hours reported by employees in rendering such service to the Service Recipient by the hourly rates applicable to such employees plus the additional cost for overhead expenses described in Section IV.
- III. To the extent appropriate and practical, the foregoing computations of hourly rates and charges may be determined for groups of employees within reasonable salary range limits.
- IV. Overhead expenses of the Company to be charged to the Service Recipient may include:
  - A. Indirect expenses for non-stock materials, utilities, office supplies, employee-related expenses, rent, service company charges, and
  - B. Indirect business area management, administrative and other support labor.
- V. The Company overhead expenses in Section IV that are charged to the Service Recipient are apportioned based on the Company's project cost.
- VI. Incremental out-of-pocket costs incurred for the direct benefit of the Service Recipient will be charged directly to the Service Recipient.
- VII. Notwithstanding the foregoing basis of determining cost allocations for billing purposes, cost allocations for certain services involving machine operations or facilities cost will include all costs of doing business, depreciation, lease expense, property taxes, operations and maintenance expenses, utilities, and cost of capital. The cost of capital will include interest on debt and a return for the use of equity capital.
- VIII. Electricity provided to the Service Recipient through its use of the Company-provided office space will be charged to the Service Recipient based on the buildings' meter readings multiplied by the applicable rate schedule's base distribution and generation rates, the applicable distribution, generation and transmission riders, and the fuel rates currently in effect.

- IX. Monthly bills will be issued for the services rendered to the Service Recipient on an actual basis. However, if such actual information is not available at the time of preparation of the monthly bill, estimates may be used. Estimates will normally be predicated on service department budgets and estimated productive hours of employees for the year. At the end of each quarter, estimated figures will be revised and adjustments will be made in amounts billed.
- X. When the Company renders services to a group of Dominion Energy companies, the following formulas shall be used to allocate costs to the individual Dominion Energy companies receiving such service:

A.

<b><u>Service Department or Function</u></b>	<b><u>Basis of Allocation</u></b>
<i>Fleet Services:</i> Gasoline	Number of Affiliate-owned vehicles at corporate locations with fuel pumps on the previous December 31 <sup>st</sup> .
<i>Office Space and Equipment:</i> Corporate Office and Electricity	Headcount at corporate offices as of the previous December 31 <sup>st</sup> .
<i>Warehouse Space and Electricity</i>	Usage of square footage as of the previous December 31 <sup>st</sup> .

B. If the use of a basis of allocation would result in an inequity because of a change in operations or organization, then the Company may adjust the basis to effect an equitable distribution.

## DOMINION ENERGY KEWAUNEE SERVICES AGREEMENT

This Services Agreement (this "Agreement") is entered into as of the 9<sup>th</sup> day of May, 2019, by and between DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation (the "Company"), and DOMINION ENERGY KEWAUNEE, INC., a Wisconsin corporation ("Service Provider").

WHEREAS, each of the Company and Service Provider is a direct or indirect wholly-owned subsidiary of Dominion Energy, Inc., a Virginia corporation and a "holding company" as defined in the Public Utility Holding Company Act of 2005 that is subject to regulation as such under that Act by the Federal Energy Regulatory Commission ("Dominion");

WHEREAS, the Company believes that it is in the interest of the Company to provide for an arrangement whereby the Company may, from time to time and at the option of the Company, agree to purchase such administrative, management and other agreed-upon enumerated services as set forth in Exhibit I hereto from Service Provider;

WHEREAS, Service Provider is an affiliate of the Company as contemplated by Merger Condition E.4, provided at Order Exhibit 1 of Order No. 2018-804 issued by the Public Service Commission of South Carolina on December 21, 2018; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

I. SERVICES OFFERED. Exhibit I hereto lists and describes the services that will be available, to the extent selected on Exhibit II, from the Service Provider. Service Provider will provide such requested services using personnel from Service Provider and, if necessary, from nonaffiliated third parties in accordance with Section III herein.

II. INITIAL SERVICES SELECTED. Exhibit II lists the services from Exhibit I that (i) Service Provider hereby offers to supply to the Company as of the date hereof and (ii) the Company hereby agrees to receive from Service Provider as of the date hereof.

III. PERSONNEL. Service Provider will provide services by utilizing the services of such executives, accountants, financial advisers, technical advisers, attorneys, engineers, geologists and other persons as have the necessary qualifications.

If necessary, Service Provider, after consultation with the Company, may also arrange for the services of nonaffiliated experts, consultants and attorneys in connection with the performance of any of the services supplied under this Agreement.

Use of Service Provider personnel shall be subject to federal and state codes and standards of conduct, as applicable.

IV. COMPENSATION. As and to the extent required by law, Service Provider will provide such services at cost. Service Provider, on its own or through its agent, will regularly conduct market price salary and incentive compensation external surveys to ensure employee compensation is no higher than market. Exhibit III hereof contains rules and methods for determining costs of Service Provider.

V. EFFECTIVE DATE. This Agreement is effective as of April 19, 2019 (the "Effective Date").

VI. TERM. This Agreement shall commence on the Effective Date and shall remain in effect for a period of five (5) years thereafter, and shall automatically renew for successive five (5) year terms, unless terminated earlier pursuant to Section VII(C).

VII. TERMINATION AND MODIFICATION.

A. **Modification of Services.** At any time after the date of this Agreement, either (i) Service Provider may update Exhibit II to modify the list of services it is willing to offer to supply to the Company, or (ii) the Company may update Exhibit II to modify the list of services it wishes to receive from Service Provider; provided that such party seeking to modify Exhibit II provides the other party with written notice of such modification. The requested modification in services shall take effect on the first day of the first calendar month beginning at least thirty (30) days after the written notice was provided. The parties acknowledge and agree that the requested modifications are limited to the list of services reflected in Exhibit II as of the date hereof.

B. **Modification of Other Terms and Conditions.** No other amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all parties hereto.

C. **Termination of this Agreement.** The Company may terminate this Agreement by providing sixty (60) days advance written notice of such termination to Service Provider. Service Provider may terminate this Agreement by providing sixty (60) days advance written notice of such termination to the Company.

This Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to the execution and delivery or the performance of this Agreement.

VIII. NOTICE. Where written notice is required by this Agreement, said notice shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

a. To the Company:

South Carolina Electric & Gas Company  
220 Operation Way  
Cayce, SC 29033

With a copy to:

Dominion Energy Services, Inc.  
Law Department  
120 Tredegar Street  
Richmond, VA 23219  
Attention: Managing Counsel and State Regulatory Team

b. To Service Provider:

Dominion Energy Kewaunee, Inc.  
N 490 Highway 42  
Kewaunee, WI 54216

With a copy to:

Dominion Energy Services, Inc.  
Law Department  
120 Tredegar Street  
Richmond, VA 23219  
Attention: Managing Counsel and State Regulatory Team

IX. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of South Carolina, without regard to its conflict of laws provisions.

X. ENTIRE AGREEMENT. This Agreement, together with its exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective parties hereof and thereto, any and all prior agreements, understandings or representations with respect to this subject matter are hereby terminated and cancelled in their entirety and are of no further force and effect.

XI. WAIVER. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.



XII. ASSIGNMENT. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. No assignment of this Agreement or any party's rights, interests or obligations hereunder may be made without the other party's consent, which shall not be unreasonably withheld, delayed or conditioned; provided, however, that, subject to the requirements of applicable state and federal regulatory law, either party may assign its rights, interests or obligations under this Agreement to an "affiliated interest," without the consent of the other party.

XIII. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above mentioned.

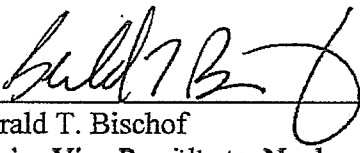
DOMINION ENERGY SOUTH CAROLINA, INC.

By

\_\_\_\_\_  
W. Keller Kissam  
President – Electric Operations

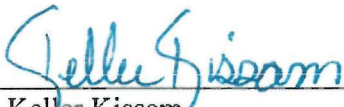
DOMINION ENERGY KEWAUNEE, INC.

By

  
\_\_\_\_\_  
Gerald T. Bischof  
**Senior Vice President – Nuclear Operations & Fleet Performance**

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DOMINION ENERGY SOUTH CAROLINA, INC.

By   
W. Keller Kissam  
President – Electric Operations

DOMINION ENERGY KEWAUNEE, INC.

By \_\_\_\_\_  
Gerald T. Bischof  
Senior Vice President – Nuclear Operations & Fleet Performance

## EXHIBIT I

## DESCRIPTION OF SERVICES

1. Accounting. Provide advice and assistance to the Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).

2. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in the Company). Develop, implement, and process those computerized applications for the Company that can be economically best accomplished on a centralized basis.

3. Software/Hardware Pooling. Accept from the Company ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for the Company which the Company can and does transfer or assign to it and computer system hardware used with software and enhancements to which Service Provider has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license the Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Service Provider has the right to sell, license or sub-license; and, at the Company's expense, permit the Company to enhance any such software and license others to use all such software and enhancements to the extent that Service Provider shall have the legal right to so permit..

4. Operations. Advise and assist the Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of plant facilities of the Company, (ii) the planning, engineering (including maps and records) and construction operations of the Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) develop long-range operational programs for the Company and advise and assist the Company in the coordination of such programs with the programs of other applicable companies, subject to federal and state codes and standards of conduct, as applicable. Manage the Company's purchase, movement, transfer, and accounting of nuclear fuel.

5. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services

across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), (iv) travel (business-related ticketing, itinerary coordination, and reservations for airlines, train, rental cars, and hotels/lodging for Dominion employees), (v) aviation (maintenance, operations, and aviation-related services for corporate-owned aircraft), and (vi) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

6. Corporate Planning. Advise and assist the Company in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

7. Supply Chain. Advise and assist the Company in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

8. Rates and Regulatory. Advise and assist the Company in the analysis of its rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist the Company in proceedings before regulatory bodies involving the rates and operations of the Company and of other competitors where such rates and operations directly or indirectly affect the Company.

9. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for the Company all research developments and programs of significance affecting the Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of the Company's operations.

10. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

11. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

12. External Affairs. Provide services in support of corporate strategies for managing relationships with federal, state and local governments, agencies and legislative bodies. Formulate and assist with public relations, advertising, and external/internal

communications programs and with the administration of corporate contribution and community affairs programs.

13. Office Space and Equipment. Leasing of land, buildings, furnishings, general equipment, and transportation equipment.

**EXHIBIT II****SERVICES SERVICE PROVIDER AGREES TO PROVIDE TO THE COMPANY AND  
THE COMPANY AGREES TO RECEIVE FROM SERVICE PROVIDER**

SERVICE		Service Provider Agrees to Provide	The Company Agrees to Receive
1.	Accounting	_____	_____
2.	Information Technology, Electronic Transmission and Computer Services	_____	_____
3.	Software/Hardware Pooling	_____	_____
4.	Operations	<u>    X    </u>	<u>    X    </u>
5.	Business Services	_____	_____
6.	Corporate Planning	_____	_____
7.	Supply Chain	_____	_____
8.	Rates and Regulatory	_____	_____
9.	Research	_____	_____
10.	Customer Services	_____	_____
11.	Energy Marketing	_____	_____
12.	External Affairs	_____	_____
13.	Office Space and Equipment	_____	_____



**EXHIBIT III****RULES AND METHODS FOR DETERMINING COSTS OF SERVICE PROVIDER**

The cost of rendering services shall include: (1) a portion of the salaries and wages of employees of Service Provider determined according to the time devoted by such employees to the performance of services under this Agreement for the Company; provided that, to the extent appropriate and practical, such computations of hourly rates and charges may be determined for groups of employees within reasonable salary ranges; (2) the costs of such employee's benefits, payroll taxes and compensated absences attributable to salaries and wages directly billed, (3) all other out-of-pocket operating costs, including expenses for transportation, tolls and other expenses incurred by Service Provider or its employees in connection with the performance of services under this Agreement, (4) the actual costs of materials and supplies furnished by Service Provider in connection with the performance of services under this Agreement, and (5) administrative and general costs attributable to services performed under this Agreement (which may include reasonable amounts for general office maintenance and depreciation, Dominion Energy Services, Inc. charges, amortization, and related taxes on Service Provider's general plant investment).

When conducting Software/Hardware Pooling services, the methodology for allocating costs shall be based on the number of users or usage of specific computer systems at the end of the preceding year ended December 31<sup>st</sup>.

## DOMINION ENERGY NUCLEAR CONNECTICUT SERVICES AGREEMENT

This Services Agreement (this "Agreement") is entered into as of the 9<sup>th</sup> day of May, 2019, by and between DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation (the "Company"), and DOMINION ENERGY NUCLEAR CONNECTICUT, INC., a Delaware corporation ("Service Provider").

WHEREAS, each of the Company and Service Provider is a direct or indirect wholly-owned subsidiary of Dominion Energy, Inc., a Virginia corporation and a "holding company" as defined in the Public Utility Holding Company Act of 2005 that is subject to regulation as such under that Act by the Federal Energy Regulatory Commission ("Dominion");

WHEREAS, the Company believes that it is in the interest of the Company to provide for an arrangement whereby the Company may, from time to time and at the option of the Company, agree to purchase such administrative, management and other agreed-upon enumerated services as set forth in Exhibit I hereto from Service Provider;

WHEREAS, Service Provider is an affiliate of the Company as contemplated by Merger Condition E.4, provided at Order Exhibit 1 of Order No. 2018-804 issued by the Public Service Commission of South Carolina on December 21, 2018; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

I. SERVICES OFFERED. Exhibit I hereto lists and describes the services that will be available, to the extent selected on Exhibit II, from the Service Provider. Service Provider will provide such requested services using personnel from Service Provider and, if necessary, from nonaffiliated third parties in accordance with Section III herein.

II. INITIAL SERVICES SELECTED. Exhibit II lists the services from Exhibit I that (i) Service Provider hereby offers to supply to the Company as of the date hereof and (ii) the Company hereby agrees to receive from Service Provider as of the date hereof.

III. PERSONNEL. Service Provider will provide services by utilizing the services of such executives, accountants, financial advisers, technical advisers, attorneys, engineers, geologists and other persons as have the necessary qualifications.

If necessary, Service Provider, after consultation with the Company, may also arrange for the services of nonaffiliated experts, consultants and attorneys in connection with the performance of any of the services supplied under this Agreement.

Use of Service Provider personnel shall be subject to federal and state codes and standards of conduct, as applicable.

IV. COMPENSATION. As and to the extent required by law, Service Provider will provide such services at cost. Service Provider, on its own or through its agent, will regularly conduct market price salary and incentive compensation external surveys to ensure employee compensation is no higher than market. Exhibit III hereof contains rules and methods for determining costs of Service Provider.

V. EFFECTIVE DATE. This Agreement is effective as of April 19, 2019 (the "Effective Date").

VI. TERM. This Agreement shall commence on the Effective Date and shall remain in effect for a period of five (5) years thereafter, and shall automatically renew for successive five (5) year terms, unless terminated earlier pursuant to Section VII(C).

VII. TERMINATION AND MODIFICATION.

A. **Modification of Services.** At any time after the date of this Agreement, either (i) Service Provider may update Exhibit II to modify the list of services it is willing to offer to supply to the Company, or (ii) the Company may update Exhibit II to modify the list of services it wishes to receive from Service Provider; provided that such party seeking to modify Exhibit II provides the other party with written notice of such modification. The requested modification in services shall take effect on the first day of the first calendar month beginning at least thirty (30) days after the written notice was provided. The parties acknowledge and agree that the requested modifications are limited to the list of services reflected in Exhibit II as of the date hereof.

B. **Modification of Other Terms and Conditions.** No other amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all parties hereto.

C. **Termination of this Agreement.** The Company may terminate this Agreement by providing sixty (60) days advance written notice of such termination to Service Provider. Service Provider may terminate this Agreement by providing sixty (60) days advance written notice of such termination to the Company.

This Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to the execution and delivery or the performance of this Agreement.

VIII. NOTICE. Where written notice is required by this Agreement, said notice shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

a. To the Company:

South Carolina Electric & Gas Company  
220 Operation Way

Cayce, SC 29033

With a copy to:

Dominion Energy Services, Inc.  
Law Department  
120 Tredegar Street  
Richmond, VA 23219  
Attention: Managing Counsel and State Regulatory Team

b. To Service Provider:

Dominion Energy Nuclear Connecticut, Inc.  
Rope Ferry Road (Route 156)  
Waterford, CT 06385

With a copy to:

Dominion Energy Services, Inc.  
Law Department  
120 Tredegar Street  
Richmond, VA 23219  
Attention: Managing Counsel and State Regulatory Team

IX. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of South Carolina, without regard to its conflict of laws provisions.

X. ENTIRE AGREEMENT. This Agreement, together with its exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective parties hereof and thereto, any and all prior agreements, understandings or representations with respect to this subject matter are hereby terminated and cancelled in their entirety and are of no further force and effect.

XI. WAIVER. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

XII. ASSIGNMENT. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. No assignment of this Agreement or any party's rights, interests or obligations hereunder may be made without the other party's consent, which shall not be unreasonably withheld, delayed or conditioned; provided, however, that, subject to the requirements of applicable state and federal regulatory law, either party may assign its rights, interests or obligations under this Agreement to an "affiliated interest," without the consent of the other party.

XIII. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above mentioned.

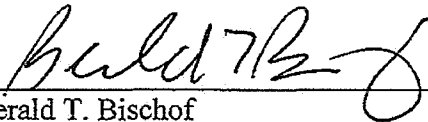
DOMINION ENERGY SOUTH CAROLINA, INC.

By

\_\_\_\_\_  
W. Keller Kissam  
President – Electric Operations


DOMINION ENERGY NUCLEAR CONNECTICUT, INC.

By

  
\_\_\_\_\_  
Gerald T. Bischof  
Senior Vice President – Nuclear Operations & Fleet Performance

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above mentioned.

DOMINION ENERGY SOUTH CAROLINA, INC.

By   
By W. Keller Kissam  
~~President~~ - Electric Operations

DOMINION ENERGY NUCLEAR CONNECTICUT, INC.

By \_\_\_\_\_  
Gerald T. Bischof  
Senior Vice President - Nuclear Operations & Fleet Performance



**EXHIBIT I****DESCRIPTION OF SERVICES**

1. **Accounting.** Provide advice and assistance to the Company in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).

2. **Information Technology, Electronic Transmission and Computer Services.** Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in the Company). Develop, implement, and process those computerized applications for the Company that can be economically best accomplished on a centralized basis.

3. **Software/Hardware Pooling.** Accept from the Company ownership of and rights to use, assign, license or sub-license all software owned, acquired or developed by or for the Company which the Company can and does transfer or assign to it and computer system hardware used with software and enhancements to which Service Provider has legal right. Preserve and protect the rights to all such software to the extent reasonable and appropriate under the circumstances; license the Company, on a non-exclusive, no-charge or at-cost basis, to use all software which Service Provider has the right to sell, license or sub-license; and, at the Company's expense, permit the Company to enhance any such software and license others to use all such software and enhancements to the extent that Service Provider shall have the legal right to so permit..

4. **Operations.** Advise and assist the Company in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of plant facilities of the Company, (ii) the planning, engineering (including maps and records) and construction operations of the Company, (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services, and (iv) develop long-range operational programs for the Company and advise and assist the Company in the coordination of such programs with the programs of other applicable companies, subject to federal and state codes and standards of conduct, as applicable. Manage the Company's purchase, movement, transfer, and accounting of nuclear fuel.

5. **Business Services.** Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services

across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), (iv) travel (business-related ticketing, itinerary coordination, and reservations for airlines, train, rental cars, and hotels/lodging for Dominion employees), (v) aviation (maintenance, operations, and aviation-related services for corporate-owned aircraft), and (vi) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

6. Corporate Planning. Advise and assist the Company in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

7. Supply Chain. Advise and assist the Company in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

8. Rates and Regulatory. Advise and assist the Company in the analysis of its rate structure in the formulation of rate policies, and in the negotiation of large contracts. Advise and assist the Company in proceedings before regulatory bodies involving the rates and operations of the Company and of other competitors where such rates and operations directly or indirectly affect the Company.

9. Research. Investigate and conduct research into problems relating to production, utilization, testing, manufacture, transmission, storage and distribution of energy. Keep abreast of and evaluate for the Company all research developments and programs of significance affecting the Company and the energy industry, conduct research and development in promising areas and advise and assist in the solution of technical problems arising out of the Company's operations.

10. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, credit, collections, customer relations, call centers, energy conservation support and metering.

11. Energy Marketing. Provide services and systems dedicated to energy marketing and trading of energy commodities, specifically the provision of all services related to emissions products, renewable energy products, environmental commodities (commodities derived from environmental attributes associated with qualifying types of generation that are required for compliance with applicable federal, state and local laws, as well as any voluntary additional reductions that the Company has elected to complete). Provide market, credit and operational risk management services and development of marketing and sales programs in physical and financial markets.

12. External Affairs. Provide services in support of corporate strategies for managing relationships with federal, state and local governments, agencies and legislative bodies. Formulate and assist with public relations, advertising, and external/internal

communications programs and with the administration of corporate contribution and community affairs programs.

13. Office Space and Equipment. Leasing of land, buildings, furnishings, general equipment, and transportation equipment.

**EXHIBIT II****SERVICES SERVICE PROVIDER AGREES TO PROVIDE TO THE COMPANY AND  
THE COMPANY AGREES TO RECEIVE FROM SERVICE PROVIDER**

SERVICE		Service Provider Agrees to Provide	The Company Agrees to Receive
1.	Accounting	_____	_____
2.	Information Technology, Electronic Transmission and Computer Services	_____	_____
3.	Software/Hardware Pooling	_____	_____
4.	Operations	<u>  X  </u>	<u>  X  </u>
5.	Business Services	_____	_____
6.	Corporate Planning	_____	_____
7.	Supply Chain	_____	_____
8.	Rates and Regulatory	_____	_____
9.	Research	_____	_____
10.	Customer Services	_____	_____
11.	Energy Marketing	_____	_____
12.	External Affairs	_____	_____
13.	Office Space and Equipment	_____	_____

**EXHIBIT III****RULES AND METHODS FOR DETERMINING COSTS OF SERVICE PROVIDER**

The cost of rendering services shall include: (1) a portion of the salaries and wages of employees of Service Provider determined according to the time devoted by such employees to the performance of services under this Agreement for the Company; provided that, to the extent appropriate and practical, such computations of hourly rates and charges may be determined for groups of employees within reasonable salary ranges; (2) the costs of such employee's benefits, payroll taxes and compensated absences attributable to salaries and wages directly billed, (3) all other out-of-pocket operating costs, including expenses for transportation, tolls and other expenses incurred by Service Provider or its employees in connection with the performance of services under this Agreement, (4) the actual costs of materials and supplies furnished by Service Provider in connection with the performance of services under this Agreement, and (5) administrative and general costs attributable to services performed under this Agreement (which may include reasonable amounts for general office maintenance and depreciation, Dominion Energy Services, Inc. charges, amortization, and related taxes on Service Provider's general plant investment).

When conducting Software/Hardware Pooling services, the methodology for allocating costs shall be based on the number of users or usage of specific computer systems at the end of the preceding year ended December 31<sup>st</sup>.

## DOMINION ENERGY NUCLEAR CONNECTICUT SUPPORT SERVICES AGREEMENT

This Support Services Agreement (this "Agreement") is entered into as of the 9th day of May, 2019, by and between DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation (the "Company"), and DOMINION ENERGY NUCLEAR CONNECTICUT, INC., a Delaware corporation ("Service Recipient").

WHEREAS, each of the Company and Service Recipient is a direct or indirect wholly-owned subsidiary of Dominion Energy, Inc., a Virginia corporation and a "holding company" as defined in the Public Utility Holding Company Act of 2005 that is subject to regulation as such under that Act by the Federal Energy Regulatory Commission ("Dominion");

WHEREAS, the Company believes that it is in the interest of the Company to provide for an arrangement whereby Service Recipient may, from time to time and at the option of Service Recipient, agree to purchase such agreed-upon enumerated services as set forth in Exhibit I hereto from the Company;

WHEREAS, Service Recipient is an affiliate of the Company as contemplated by Merger Condition E.4, provided at Order Exhibit 1 of Order No. 2018-804 issued by the Public Service Commission of South Carolina on December 21, 2018; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

I. SERVICES OFFERED. Exhibit I hereto lists and describes the services that will be available, to the extent selected on Exhibit II, from the Company. The Company will provide such requested services using personnel from the Company and, if necessary, from nonaffiliated third parties in accordance with Section III herein.

II. INITIAL SERVICES SELECTED. Exhibit II lists the services from Exhibit I that (i) the Company hereby offers to supply to Service Recipient as of the date hereof and (ii) Service Recipient hereby agrees to receive from the Company as of the date hereof.

III. PERSONNEL. The Company will provide services by utilizing the services of such accountants, financial advisers, technical advisers, engineers, and other persons as have the necessary qualifications.

If necessary, the Company, after consultation with Service Recipient, may also arrange for the services of nonaffiliated experts and consultants in connection with the performance of any of the services supplied under this Agreement.

Use of Company personnel shall be subject to federal and state codes and standards of conduct, as applicable.

IV. COMPENSATION. As and to the extent required by law, the Company will provide such services at the higher of cost or market. The Company will regularly conduct

market price salary and incentive compensation external surveys to ensure that employee compensation is consistent with market. Exhibit III hereto contains rules for determining and allocating costs for services provided to the Service Recipient by the Company.

V. EFFECTIVE DATE. This Agreement is effective as of April 19, 2019 (the "Effective Date").

VI. TERM. This Agreement shall commence on the Effective Date and shall remain in effect for a period of five (5) years thereafter, and shall automatically renew for successive five (5) year terms, unless terminated earlier pursuant to Section VII(C).

VII. TERMINATION AND MODIFICATION.

A. Modification of Services. At any time after the date of this Agreement, either (i) the Company may update Exhibit II to modify the list of services it is willing to offer to supply to Service Recipient, or (ii) Service Recipient may update Exhibit II to modify the list of services it wishes to receive from the Company; provided that such party seeking to modify Exhibit II provides the other party with written notice of such modification. The requested modification in services shall take effect on the first day of the first calendar month beginning at least thirty (30) days after the written notice was provided. The parties acknowledge and agree that the requested modifications are limited to the list of services reflected in Exhibit II as of the date hereof.

B. Modification of Other Terms and Conditions. No other amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all parties hereto.

C. Termination of this Agreement. The Company may terminate this Agreement by providing sixty (60) days advance written notice of such termination to Service Recipient. Service Recipient may terminate this Agreement by providing sixty (60) days advance written notice of such termination to the Company.

This Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to the execution and delivery or the performance of this Agreement.

VIII. NOTICE. Where written notice is required by this Agreement, said notice shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

A. To the Company:

South Carolina Electric & Gas Company  
220 Operation Way  
Cayce, SC 29033

With a copy to:

Dominion Energy Services, Inc.

Law Department – Riverside 2  
120 Tredegar Street  
Richmond, VA 23219  
Attention: Managing Counsel and State Regulatory Team

B. To the Service Recipient:

Millstone Power Station  
P.O. Box 128, Route 156, Rope Ferry Road  
Waterford, CT 06385

With a copy to:

Dominion Energy Services, Inc.  
Law Department – Riverside 2  
120 Tredegar Street  
Richmond, VA 23219  
Attention: Managing Counsel and State Regulatory Team

IX. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of South Carolina, without regard to its conflict of laws provisions.

X. ENTIRE AGREEMENT. This Agreement, together with its exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective parties hereof and thereto, any and all prior agreements, understandings or representations with respect to this subject matter are hereby terminated and cancelled in their entirety and are of no further force and effect.

XI. WAIVER. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

XII. ASSIGNMENT. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. No assignment of this Agreement or any party's rights, interests or obligations hereunder may be made without the other party's consent, which shall not be unreasonably withheld, delayed or conditioned; provided, however, that, subject to the requirements of applicable state and federal regulatory law, either party may assign its rights, interests or obligations under this Agreement to an "affiliated interest," without the consent of the other party.

XIII. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

**[Signature Page Follows]**



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above mentioned.

DOMINION ENERGY SOUTH CAROLINA, INC.

By

  
\_\_\_\_\_  
W. Keller Kissam  
President – Electric Operations

DOMINION ENERGY NUCLEAR CONNECTICUT, INC.

By

\_\_\_\_\_  
Gerald T. Bischof  
Senior Vice President – Nuclear Operations & Fleet Performance

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above mentioned.

DOMINION ENERGY SOUTH CAROLINA, INC.

By

\_\_\_\_\_  
W. Keller Kissam  
President – Electric Operations

DOMINION ENERGY NUCLEAR CONNECTICUT, INC.

By

  
\_\_\_\_\_  
Gerald T. Bischof  
Senior Vice President – Nuclear Operations & Fleet Performance

## EXHIBIT I

## DESCRIPTION OF SERVICES

1. **Accounting.** Provide advice and assistance to Service Recipient in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).

2. **Information Technology. Electronic Transmission and Computer Services.** Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Service Recipient). Develop, implement, and process those computerized applications for Service Recipient that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.

3. **Nuclear Operations.** Advise and assist Service Recipient in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of plant facilities of Service Recipient, (ii) the planning, engineering (including maps and records) and construction operations of Service Recipient, and (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services. Develop long-range operational programs for Service Recipient and advise and assist Service Recipient in the coordination of such programs with the programs of the other Dominion Energy companies, subject to federal and state codes and standards of conduct, as applicable. Manage Service Recipient purchase, movement, transfer, and accounting of nuclear fuel.

4. **Executive and Administrative.** Advise and assist Service Recipient in the solution of major problems and in the formulation and execution of the general plans and policies of Service Recipient. Advise and assist Service Recipient as to operations, the issuance of securities, the preparation of filings arising out of or required by the various federal and state securities, business, public utilities and corporation laws, the selection of executive and administrative personnel, the representation of Service Recipient before regulatory bodies, proposals for capital expenditures, budgets, financing, acquisition and disposition of properties, expansion of business, rate structures, public relationships and related matters.

5. **Business Services.** Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise), (iii) security (physical security support, background investigations, and investigative services across the enterprise), (iv) travel (business-related ticketing, itinerary coordination, and reservations for airlines, train, rental cars, and hotels/lodging for Dominion employees),

(v) aviation (maintenance, operations, and aviation-related services for corporate-owned aircraft), and (vi) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

6. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Service Recipient to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Service Recipient personnel to ensure ongoing compliance.

7. Fleet Services. Perform fleet maintenance services and provide gasoline for fleet as necessary.

8. Corporate Planning. Advise and assist the Service Recipient in the study and planning of operations, budgets, economic forecasts, capital expenditures and special projects.

9. Supply Chain. Advise and assist the Service Recipient in the procurement of real and personal property, materials, supplies and services; conduct purchase negotiations; prepare procurement agreements and administer programs of material control.

10. Customer Services. Provide services and systems dedicated to customer service, billing, remittance, and customer relations.

11. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – i.e., property taxes, utilities, and maintenance.

**EXHIBIT II****SERVICES THE COMPANY AGREES TO PROVIDE TO SERVICE RECIPIENT AND  
THAT SERVICE RECIPIENT AGREES TO RECEIVE FROM THE COMPANY**

	<b>The Company Agrees to Provide</b>	<b>Service Recipient Agrees to Receive</b>
<b>SERVICE</b>		
1. Accounting	<u>X</u>	<u>X</u>
2. Information Technology, Electronic Transmission and Computer Services	<u>X</u>	<u>X</u>
3. Nuclear Operations	<u>X</u>	<u>X</u>
4. Executive and Administrative	<u>X</u>	<u>X</u>
5. Business Services	<u>X</u>	<u>X</u>
6. Environmental Compliance	<u>X</u>	<u>X</u>
7. Fleet Services	<u></u>	<u></u>
8. Corporate Planning	<u></u>	<u></u>
9. Supply Chain	<u>X</u>	<u>X</u>
10. Customer Services	<u></u>	<u></u>
11. Office Space and Equipment	<u></u>	<u></u>

**EXHIBIT III****METHODS OF ALLOCATION FOR THE COMPANY**

The Company shall allocate costs to the Service Recipient using the following methods:

- I.     A.     There will be attributed to the salary or wage of an employee who directly provides services to the Service Recipient, an appropriate amount of benefits, incentives, and payroll taxes.
- B.     Employees who directly provide service to the Service Recipient will maintain a record of the time they are employed in rendering such service to the Service Recipient. An hourly rate will be determined by dividing the total salary or wage expense attributable to the employee by the productive hours reported by such employee.
- II.    The charge to the Service Recipient for a particular service will be determined by multiplying the hours reported by employees in rendering such service to the Service Recipient by the hourly rates applicable to such employees plus the additional cost for overhead expenses described in Section IV.
- III.   To the extent appropriate and practical, the foregoing computations of hourly rates and charges may be determined for groups of employees within reasonable salary range limits.
- IV.    Overhead expenses of the Company to be charged to the Service Recipient may include:
  - A.     Indirect expenses for non-stock materials, utilities, office supplies, employee-related expenses, rent, service company charges, and
  - B.     Indirect business area management, administrative and other support labor.
- V.     The Company overhead expenses in Section IV that are charged to the Service Recipient are apportioned based on the Company's project cost.
- VI.    Incremental out-of-pocket costs incurred for the direct benefit of the Service Recipient will be charged directly to the Service Recipient.
- VII.   Notwithstanding the foregoing basis of determining cost allocations for billing purposes, cost allocations for certain services involving machine operations or facilities cost will include all costs of doing business, depreciation, lease expense, property taxes, operations and maintenance expenses, utilities, and cost of capital. The cost of capital will include interest on debt and a return for the use of equity capital.
- VIII.   Electricity provided to the Service Recipient through its use of the Company-provided office space will be charged to the Service Recipient based on the buildings' meter readings multiplied by the applicable rate schedule's base distribution and generation rates, the applicable distribution, generation and transmission riders, and the fuel rates currently in effect.

- IX. Monthly bills will be issued for the services rendered to the Service Recipient on an actual basis. However, if such actual information is not available at the time of preparation of the monthly bill, estimates may be used. Estimates will normally be predicated on service department budgets and estimated productive hours of employees for the year. At the end of each quarter, estimated figures will be revised and adjustments will be made in amounts billed.
- X. When the Company renders services to a group of Dominion Energy companies, the following formulas shall be used to allocate costs to the individual Dominion Energy companies receiving such service:

A.

<b>Service Department or Function</b>	<b>Basis of Allocation</b>
<i>Fleet Services:</i> Gasoline	Number of Affiliate-owned vehicles at corporate locations with fuel pumps on the previous December 31st.
<i>Office Space and Equipment:</i> Corporate Office and Electricity	Headcount at corporate offices as of the previous December 31st.
Warehouse Space and Electricity	Usage of square footage as of the previous December 31st.

- B. If the use of a basis of allocation would result in an inequity because of a change in operations or organization, then the Company may adjust the basis to effect an equitable distribution.

## EXECUTION VERSION

## DEV and SCE&amp;G Services Agreement

This Services Agreement (this "Agreement") is entered into as of the 9th day of May, 2019, by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation ("DEV"), and SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina public service corporation ("SCE&G") (each a "Service Provider" and a "Service Recipient").

WHEREAS, each of DEV and SCE&G is a direct or indirect wholly-owned subsidiary of Dominion Energy, Inc., a Virginia corporation and a "holding company" as defined in the Public Utility Holding Company Act of 2005 that is subject to regulation as such under that Act by the Federal Energy Regulatory Commission ("Dominion");

WHEREAS, DEV is an electric utility engaged in the sale of electric service at retail within its service territories in Virginia and North Carolina and at wholesale within those territories and elsewhere in the United States;

WHEREAS, SCE&G is an electric utility engaged in the sale of electric and natural gas service at retail within its service territory in South Carolina;

WHEREAS, DEV believes that it is in the interest of DEV to provide for an arrangement whereby DEV may, from time to time and at the option of DEV, agree to purchase such administrative, management and other services as set forth in Exhibit I hereto from SCE&G;

WHEREAS, SCE&G believes that it is in the interest of SCE&G to provide for an arrangement whereby SCE&G may, from time to time and at the option of SCE&G, agree to purchase such administrative, management and other services as set forth in Exhibit I hereto from DEV;

WHEREAS, SCE&G is an "affiliated interest" of DEV within the meaning of the Utility Affiliates Act, Chapter 4 of Title 56 of the Code of Virginia, and therefore contracts and arrangements for the exchange of services between DEV and SCE&G are subject to approval of the Virginia State Corporation Commission ("SCC");

WHEREAS, SCE&G is an affiliate of DEV and therefore certain types of contracts between SCE&G and DEV are subject to the requirements of North Carolina G.S. § 62-153 and are subject to approval of the North Carolina Utilities Commission ("NCUC"); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

I. SERVICES OFFERED. Exhibit I hereto describes all of the services that are available, to the extent selected on Exhibit II, from the Service Provider. The Service Provider hereby offers to supply those services and related data and information described in Exhibit IV to



the Service Recipient. Such services are and will be provided to the Service Recipient only at the request of the Service Recipient.

II. INITIAL SERVICES SELECTED. Exhibit II lists the services from Exhibit I that (i) each Service Recipient hereby agrees to receive from each Service Provider and (ii) that each Service Provider hereby agrees to provide to each Service Recipient.

III. PERSONNEL. The Service Provider will provide services by utilizing the services of such executives, accountants, financial advisers, technical advisers, attorneys, engineers, geologists and other persons as have the necessary qualifications.

If necessary, the Service Provider, after consultation with the Service Recipient, may also arrange for the services of nonaffiliated experts, consultants and attorneys in connection with the performance of any of the services supplied under this Agreement.

Use of affiliated company personnel shall be subject to federal and state codes and standards of conduct, as applicable.

IV. COMPENSATION. As and to the extent required by law, DEV and SCE&G will provide such services at cost. Exhibit III describes the rules and methods for determining the cost of the Service Provider that will be charged to the Service Recipient.

V. EFFECTIVE DATE. This Agreement is effective as of April 19, 2019 (the "Effective Date").

VI. TERM. This Agreement shall commence on the Effective Date and shall remain in effect for a period of two (2) years thereafter, unless terminated earlier pursuant to Section VII(C).

#### VII. TERMINATION AND MODIFICATION.

A. Modification of Services. Each Service Recipient may modify its selection of services at any time during the calendar year by giving the Service Provider written notice of the additional services it wishes to receive, and/or the services it no longer wishes to receive, in Exhibit I from the Service Provider. The requested modification in services shall take effect on the first day of the first calendar month beginning at least thirty (30) days after the Service Recipient sent written notice to the Service Provider.

B. Modification of Other Terms and Conditions. No other amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all parties hereto.

C. Termination of this Agreement. DEV may terminate this Agreement by providing sixty (60) days advance written notice of such termination to SCE&G. SCE&G may terminate this Agreement by providing sixty (60) days advance written notice of such termination to DEV.

This Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to the execution and delivery or the performance of this Agreement.

VIII. NOTICE. Where written notice is required by this Agreement, said notice shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

a. To DEV:

Virginia Electric and Power Company  
120 Tredegar Street  
Richmond, VA 23219

With a Copy to:

Dominion Energy Services, Inc.  
Law Department – Riverside 2  
120 Tredegar Street  
Richmond, VA 23219  
Attention: Managing Counsel and State Regulatory Team

b. To SCE&G:

South Carolina Electric & Gas Company  
220 Operation Way  
Cayce, SC 29033

With a Copy to:

Dominion Energy Services, Inc.  
Law Department – Riverside 2  
120 Tredegar Street  
Richmond, VA 23219

Attention: Managing Counsel and State Regulatory Team

IX. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Virginia, without regard to its conflict of laws provisions.

X. ENTIRE AGREEMENT. This Agreement, together with its exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective parties hereof and thereto, any and all prior agreements, understandings or representations with respect to this subject matter are hereby terminated and cancelled in their entirety and are of no further force and effect.

XI. WAIVER. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

XII. ASSIGNMENT. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. No assignment of this Agreement or any party's rights, interests or obligations hereunder may be made without the other party's consent, which shall not be unreasonably withheld, delayed or conditioned; provided, however, that, subject to the requirements of applicable state and federal regulatory law, either party may assign its rights, interests or obligations under this Agreement to an "affiliated interest," without **the consent of the other party**.

XIII. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

XIV. STATE COMMISSION APPROVALS.

A. **VSCC Approval**. Pursuant to the Virginia State Corporation Commission ("VSCC") Order Approving Merger in Joint Petition for Dominion and Consolidated Natural Gas Company for Approval of Agreement and Plan of Merger under Chapter 5 of Title 56 of the Code of Virginia, Case No. PUA-1999-00020, issued on September 17, 1999, neither Virginia Electric and Power Company nor any other affiliate of Dominion subject to the jurisdiction of the Commission shall have any obligation under this Agreement except to the extent such Commission has approved such obligation.

B. **NCUC**.

(i) Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina's ("DENC") participation in this Agreement is voluntary, DENC is not obligated to take or provide services or make any purchases or sales pursuant to this Agreement, and DENC may elect to discontinue its participation in this Agreement at its election after giving any required notice;

(ii) DENC may not make or incur a charge under this Agreement except in accordance with North Carolina law and the rules, regulations, and orders of the North Carolina Commission promulgated thereunder;

(iii) DENC may not seek to reflect in rates any (A) costs incurred under this Agreement exceeding such amount as may be allowed by the North Carolina Commission or (B) revenue level earned under this Agreement less than the amount imputed by the North Carolina Commission; and

(iv) DENC will not assert in any forum that the North Carolina Commission's authority to assign, allocate, make pro-forma adjustments to or disallow revenues and costs for retail ratemaking and regulatory accounting and reporting purposes is preempted

and will bear the full risk of any preemptive effects of federal law with respect to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above mentioned.

VIRGINIA ELECTRIC AND POWER COMPANY

By Thomas P. Wohlfarth  
Thomas P. Wohlfarth  
Senior Vice President - Regulatory Affairs

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By W. Keller Kissam  
W. Keller Kissam  
President - Electric Operations

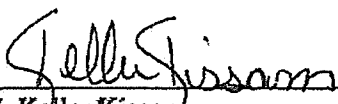
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VIRGINIA ELECTRIC AND POWER COMPANY

By \_\_\_\_\_  
Thomas P. Wohlfarth  
Senior Vice President – Regulatory Affairs

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By  \_\_\_\_\_  
W. Keller Kissam  
President – Electric Operations

## EXECUTION VERSION

## EXHIBIT I

## DESCRIPTION OF SERVICES

1. Accounting. Provide advice and assistance to Dominion Companies in accounting matters (development of accounting practices, procedures and controls, the maintenance of the general ledger and related subsidiary systems, the preparation and analysis of financial reports, and the processing of certain accounts such as accounts payable, accounts receivable, and payroll).

2. Information Technology, Electronic Transmission and Computer Services. Provide the organization and resources for the operation of an information technology function (development, implementation and operation of a centralized data processing facility and the management of a telecommunications network, and the central processing of computerized applications and support of individual applications in Dominion Companies). Develop, implement, and process those computerized applications for Dominion Companies that can be economically best accomplished on a centralized basis. Develop, implement, and process information technology risk management services and services for the secure protection and transmission of critical and sensitive data.

3. Nuclear Operations. Advise and assist Dominion Companies in the following matters relating to operational capacity: (i) the preparation and coordination of studying, consulting, planning, designing, inspecting and engineering and construction of plant facilities of each Dominion Company and of the Dominion Companies as a whole, (ii) the planning, engineering (including maps and records) and construction operations of Dominion Companies, and (iii) the performance of operations support services, plant and facilities operation, generation outage support, and maintenance and management services. Develop long-range operational programs for Dominion Companies and advise and assist each such Dominion Company in the coordination of such programs with the programs of the other Dominion Companies, subject to federal and state codes and standards of conduct, as applicable. Manage Dominion Companies' purchase, movement, transfer, and accounting of nuclear fuel.

4. Executive and Administrative. Advise and assist Dominion Companies in the solution of major problems and in the formulation and execution of the general plans and policies of Dominion Companies. Advise and assist Dominion Companies as to operations, the issuance of securities, the preparation of filings arising out of or required by the various federal and state securities, business, public utilities and corporation laws, the selection of executive and administrative personnel, the representation of Dominion Companies before regulatory bodies, proposals for capital expenditures, budgets, financing, acquisition and disposition of properties, expansion of business, rate structures, public relationships and related matters.

5. Business Services. Perform: (i) general business support services (printing, mailing, records management and maintenance, and administrative and office services across the enterprise), (ii) office facilities operation (building maintenance and property management, lease/sublease management, and property sales services across the enterprise),

(iii) security (physical security support, background investigations, and investigative services across the enterprise), (iv) travel (business-related ticketing, itinerary coordination, and reservations for airlines, train, rental cars, and hotels/lodging for Dominion employees), (v) aviation (maintenance, operations, and aviation-related services for corporate-owned aircraft), and (vi) fleet services (fleet systems support, management of the acquisition/disposal function, maintenance functions, and fleet management across the entire enterprise).

6. Supply Chain. Advise and assist Dominion Companies in the procurement of real and personal property, materials, supplies and services, conduct purchase negotiations, prepare procurement agreements and administer programs of material control.

7. Environmental Compliance. Provide consulting, cleanup, environmental permitting, environmental compliance support, biological and chemical services, environmental reporting, and environmental compliance plan preparation as required by Dominion Companies to ensure full compliance with applicable environmental statutes and regulations. Track state and federal environmental regulations. Provide summaries and guidance for Dominion Company personnel to ensure ongoing compliance.

8. Office Space and Equipment. Provide use of land, buildings, furnishings, and equipment, and all costs related to these assets – i.e., property taxes, utilities, and maintenance.

**EXHIBIT II****SERVICES SELECTED**

SERVICE		DEV to receive from SCE&G	SCE&G to receive from DEV
1.	Accounting	X	
2.	Information Technology, Electronic Transmission and Computer Services	X	
3.	Operations	X	X
4.	Executive and Administrative	X	
5.	Business Services	X	
6.	Supply Chain	X	
7.	Environmental Compliance	X	X
8.	Office Space and Equipment		



**EXHIBIT III****RULES AND METHODS FOR DETERMINING COSTS OF SERVICE PROVIDER**

The cost of rendering services shall include: (1) a portion of the salaries and wages of employees of Service Provider determined according to the time devoted by such employees to the performance of services under this Agreement for the Service Recipient; provided that, to the extent appropriate and practical, such computations of hourly rates and charges may be determined for groups of employees within reasonable salary ranges; (2) the costs of such employee's benefits, payroll taxes and compensated absences attributable to salaries and wages directly billed, (3) all other out-of-pocket operating costs, including expenses for transportation, tolls and other expenses incurred by Service Provider or its employees in connection with the performance of services under this Agreement, (4) the actual costs of materials and supplies furnished by Service Provider in connection with the performance of services under this Agreement, and (5) administrative and general costs attributable to services performed under this Agreement (which may include reasonable amounts for general office maintenance and depreciation, amortization, and related taxes on Service Provider's general plant investment).

**EXHIBIT IV****CONFIDENTIAL SYSTEM OPERATION INFORMATION**

- Financial information/performance
  - O&M budgets, projections, projects
  - Capital budget, projections, projects
- O&M and capital projections and project cost and scope
- Refueling Outage schedules and scopes
- Plant operation conditions, status and projection: kW, kWh, ancillary services
- Outage schedules costs, scopes and status
- Maintenance and service contracts, costs, schedules and status
- Service and material contracts
- Inventory management
- Safety and training
- Plant operating parameters and procedures
- Plant (facility) design drawings and documentation
- Current/Historical/Forecast Fuel supply and specification ( for example, Natural Gas, Coal, Oil, Biomass, nuclear)
- Associated fuel contracts, for example, procurement, processing, conversion, enrichment, treatment, handling or transportation.
- Other fuel data, for example:
  - Commercial aspects of transactions; terms and conditions of contracts
  - Transportation/delivery schedules and constraints
  - Market information
  - Operational concerns and constraints
  - Purchasing and hedging strategies
  - Storage and inventory
  - Fuel specifications and product quality
  - Transactional, contractual and systems controls
  - Legal and regulatory
  - Security
- Labor relations
- Emission Reduction Products (for example, limestone and ammonia)
- Equipment specifications, conditions, testing, analysis, manuals and documentation
- FERC, NERC and other compliance
- Environmental data
- Legal and regulatory
- PJM and IMM transmission, generation, ancillary, and interconnection
- Plant and transmission protective relay information
- Insurance Nuclear Project Funding requests
- Nuclear Performance Scorecards
- Radiation dose
- NRC compliance
- Customer Information